

CCC-962
(Proposal 12)U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

TOBACCO TRANSITION PAYMENT PROGRAM SUCCESSOR-IN-INTEREST CONTRACT

PART A - TRANSFEROR INFORMATION (*Transferor can be an Original Contract Holder or a Successor-In-Interest*)

By signing this contract, the undersigned signator acknowledges receipt of the 3 pages that comprise this document and agree to the terms and conditions of this contract.

1. Existing Contract Number	2. Name and Address (<i>Including ZIP Code</i>)	3. Telephone Number of Contact Person (<i>Including Area Code</i>)
		4. FAX Number of Contact Person (<i>Including Area Code</i>)
5. Transferor Signature	6. Date (<i>MM-DD-YYYY</i>)	7. E-mail Address of Contact Person

Check Item 8 "YES" if the Commodity Credit Corporation (CCC) contract number in Item 1 refers to a Tobacco Transition Payment Quota Holder Contract (Form CCC-955) or a Tobacco Transition Payment Producer Contract (Form CCC-956) (hereafter referred to as Form CCC-955 or CCC-956, respectively) to which the Transferor is a signatory.

Check Item 8 "NO" if the CCC number in Item 1 refers to a Tobacco Transition Program Payment Successor-In-Interest Contract (Form CCC-962) (hereafter referred to as Form CCC-962) to which the Transferor is a signatory. Accordingly, in approving this subsequent transfer, (i) neither the Successor nor, if applicable, the Subsequent Successor (as defined in Part C) is required to satisfy the requirements of 7 CFR Part 1463.112(b) and (ii) Items 17, 18, and 19A and 19B are not required to be completed.

8. Are you the original contract holder?

☐ YES ☐ NO
☐ QUOTA HOLDER ☐ PRODUCER

If "NO", indicate if the contract is a quota holder or producer contract.

PART B - SUCCESSOR-IN-INTEREST OR SUBSEQUENT SUCCESSOR-IN-INTEREST

9. Name and Address (<i>Including ZIP Code</i>)	10. Name of Contact Person	12. Telephone Number of Contact Person (<i>Including Area Code</i>)
		13. FAX Number of Contact Person (<i>Including Area Code</i>)
	11. TTPP Account Number (<i>Must have registered using Form CCC-963</i>)	14. E-mail Address of Contact Person
15. Successor Signature	16. Date (<i>MM-DD-YYYY</i>)	
17. Remaining Payment Amount Due Under Existing Contract	18. Net Consideration for Transfer Rights	19A. Date Consideration will be Paid to Transferor (<i>MM-DD-YYYY</i>)
\$	\$	19B. <input type="checkbox"/> Check this box if specific date is not known. Payment must then be made within 30 days of CCC approval date.

If the person acquiring the Existing Contract from the Transferor is immediately transferring their interest to the person identified in Part C, by approval of this contract, CCC is agreeing that (i) there has been a transfer of the Existing Contract to the person identified in this Part (Successor) who was the holder of a Successor-In-Interest contract (Successor Contract) in respect of the Existing Contract, and (ii) there has been a subsequent transfer of the Successor Contract to the person identified in Part C (Subsequent Successor) who shall be the holder of a new Successor-In-Interest contract (Subsequent Successor Contract) in respect of the Successor Contract.

PART C- COMPLETE THIS PART ONLY IF SUCCESSOR IN PART B IS IMMEDIATELY TRANSFERRING CONTRACT TO ANOTHER PARTY

If this Part has been completed, the person identified in this Part (Subsequent Successor) has acquired the interest in the Successor Contract from the Successor.

20. Name and Address (<i>Including ZIP Code</i>)	21. Name of Contact Person	23. Telephone Number of Contact Person (<i>Including Area Code</i>)
		24. FAX Number of Contact Person (<i>Including Area Code</i>)
	22. TTPP Account Number (<i>Must have registered using Form CCC-963</i>)	25. E-mail Address of Contact Person
26. Subsequent Successor Signature	27. Date (<i>MM-DD-YYYY</i>)	

PART D- SUBMIT PAGE 1 ONLY OF COMPLETED FORM

28. How do you wish to be notified that this contract has been approved? (<i>Check all that apply:</i>)	E-mail	FAX	Regular Mail
Transferor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Successor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subsequent Successor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29A. Return Form To (Name and Address Include ZIP Code)	29B. FAX Form To (<i>Include Area Code</i>)	30. Questions Please Call (<i>Include Area Code</i>)	
OR	29C E-mail Address		

PART E - CCC USE ONLY

31. Action:	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
32. Signature of CCC Representative	33. Title of CCC Representative	34. Date (<i>MM-DD-YYYY</i>)
35. Date Received (<i>MM-DD-YYYY</i>):	36. Time Received:	

PART F - SUCCESSOR-IN-INTEREST CONTRACT

1. **GENERAL.** This contract is not revocable after submission to CCC, an agency and instrumentality of the United State and shall constitute a Successor-In-Interest contract as provided in 7 CFR Part 1463. The Successor and, if applicable, the Subsequent Successor, has been previously approved by CCC to be a Successor-In-Interest for purposes of the TTPP. Execution of this contract by the Successor and CCC shall immediately: (i) terminate all rights of the Transferor with respect to the Existing Contract and, if applicable, all rights of the Successor with respect the Successor Contract; and (ii) transfer all rights in respect of the Existing Contract to the Successor and, if applicable, transfer all rights in respect of the Successor Contract to the Subsequent Successor; and (iii) allow the Successor or, if applicable, the Subsequent Successor, upon compliance with this contract, to receive all payments that would otherwise be made under the Existing Contract or, if applicable, the Successor Contract, after date of approval of this contract. CCC consents to the sale and transfer of the Existing Contract to the Successor and, if applicable, the transfer of the Successor Contract to the Subsequent Successor, and confirms that, immediately prior to giving effect to such sale and transfer of the Existing Contract, the Transferor was the sole owner of the Existing Contract and was entitled to receive all payments with respect to the Existing Contract and, if applicable, the Successor was the sole owner of the Successor Contract and was entitled to receive all payments with respect to the Successor Contract. Anything to the contrary contained in this contract notwithstanding, the Subsequent Successor, if any, shall not be accountable for any obligations or representations of the Successor contained in this contract (including, without limitation, any obligations and warranties of the Successor set forth in Paragraph 3).
2. **SALE AND TRANSFER BY TRANSFEROR.** Transferor, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby: (i) sells and transfers to the Successor all right, title and interest of the Transferor in and to the Existing Contract, including, without limitation, all rights to receive all payments and other benefits from time to time arising with respect to the Existing Contract, other than the 2005 payment and any subsequent year payment made prior to approval of this contract; and (ii) requests that CCC consent to such sale and transfer and enter into this Successor-In-Interest contract as provided in 7 CFR Part 1463.112. The Transferor hereby acknowledges and agrees that, effectively immediately upon consent of CCC to the foregoing sale and transfer, the Existing Contract will be terminated and the Transferor shall have no further rights or claims with respect thereto or with respect to any right of the Successor or, if applicable, the Subsequent Successor, to receive payment under this contract.
3. **WARRANTIES OF SUCCESSOR.** Unless Item 8 is marked "NO", the Successor confirms that: (i) the total consideration paid to the Transferor by the Successor for such sale and transfer, after giving effect to all fees, expenses and so-called "points and discount fees" charged to or for the account of the Transferor, is set forth in Item 18 and meets the requirements set forth in 7 CFR Part 1463.112(b); (ii) the Successor will disclose to CCC all such fees, expenses and so-called "points and discount fees"; and (iii) consideration shall be paid to the Transferor by the date specified in Item 19 which may not be later than the January 15th following the approval of this contract.
4. **APPLICATION OF CCC DISCOUNT RATE.** The determination of whether the consideration for such sale and transfer meets the requirements set forth in 7 CFR Part 1463.112(b) shall be made by using the CCC announced discount rate that is in effect on the first day of the month in which this contract is received by CCC as applied to the date set forth in: (i) Item 19A; or (ii) if Item 19B has been marked, the date of approval by CCC. The failure of the consideration to be paid in the amount and by the date provided for herein shall be a basis for CCC to bar the Successor and any person, including the Subsequent Successor, acting in concert with the Successor, from entering into any subsequent Form CCC-962.
5. **APPLICABILITY OF OTHER REGULATIONS.** Successor and, if applicable, the Subsequent Successor, agrees that: (i) the provisions of 7 CFR Part 1403 relating to the offset of CCC payments to pay debts owed to the United States are applicable to TTPP payments to be made in respect of this contract to the Successor or, if applicable, the Subsequent Successor, to the extent such debts are owed by such person; and (ii) if the Existing Contract was evidenced by Form CCC-956 or if the Form CCC-962 being purchased in this transaction relates to a contract originally issued as a Form CCC-956, the provisions of 7 CFR Parts 12, 718.6 and 1400 relating to the protection of environmentally sensitive land and to statutes restricting the right to receive TTPP payments upon conviction of violating certain controlled substances statutes shall apply to the Successor or, if applicable, the Subsequent Successor entitled to receive payments under this contract.
6. **COLLATERAL DOCUMENTS.** Nothing contained in this contract shall in any way restrict the ability of the Transferor or the Successor or, if applicable, the Subsequent Successor, to enter into any other documents or instruments in furtherance of the purposes of this contract (including, in the case of the Successor and any Subsequent Successor, any purchase agreement relating to the Successor Contract), provided that such documents or instruments shall not be inconsistent with the terms hereof or of any law or regulation relating to the TTPP. The sale and transfer of the Existing Contract, or, if applicable, the Successor Contract, shall have no effect on the rights, if any, of any creditor of the Transferor or the Successor in respect of the Existing Contract, the Successor Contract, the Subsequent Successor Contract, or any amounts payable under any such contract. CCC will make payments under this contract in accordance with 7 CFR Part 1463.111(a).
7. **ACTIONS OF OTHER PERSONS.** Unless the Successor or, if applicable, the Subsequent Successor, has aided and abetted in the following actions of the Transferor, payments to be made to the Successor and, if applicable, the Subsequent Successor, shall not be affected in any way by: (i) an adverse determination relating to the Transferor failure to comply with the regulations at 7 CFR Part 1463 or the regulations and statutes referenced in paragraph 5; or (ii) any act, failure to act, misrepresentation, debt or other obligation of the Transferor. Payments under this contract shall not be affected by: (i) any dispute or challenge maintained by any person in respect of the Existing Contract; or (ii) any prior or subsequent action or liability of any person with respect to the Existing Contract.
8. **PLEDGING OF CONTRACT RIGHTS.** CCC also consents to allowing the Successor and, if applicable, the Subsequent Successor, without prior notification, to pledge its interests in this contract and all payments to be made under this contract, to secure any obligation or indebtedness owed by such person, except such action shall not obligate CCC to issue payments to any party other than the Successor or, if applicable, the Subsequent Successor.
9. **ISSUANCE OF PAYMENTS.** If there is no entry in Part C, CCC will issue payments payable under this contract to the person identified in Part B. If there is an entry in Part C, CCC will issue payments payable under this contract to the person identified in Part C. If any such person entitled to receive a payment under this contract is the Successor or Subsequent Successor to more than one Form CCC-955, Form CCC-956, or Form CCC-962 and no action has been taken under Paragraph 10, CCC will aggregate all payments made under such contracts as one payment without any further action of the Subsequent Successor.

PART F - SUCCESSOR-IN-INTEREST CONTRACT (CONTINUATION)

- 10. TRANSFERS, CONSOLIDATIONS AND DIVISIONS OF TTPP CONTRACTS.** CCC will allow the: (i) transfer of this Form CCC-962 to another CCC-approved Successor-In-Interest; (ii) consolidation of this contract with other Forms CCC-962 which bear the same TTPP Account Number held by the Successor, or if applicable, the Subsequent Successor; and (iii) the division of this contract into multiple Forms CCC-962 that are held by the Successor, or if applicable, the Subsequent Successor. The consolidation or division of this contract must be accomplished by use of contracts issued by CCC.
- 11. ASSESSMENT OF TRANSACTIONAL FEES.** In order to facilitate the handling of transfers of Forms CCC-962 and related forms, CCC will assess a fee at the rates specified in the Tobacco Transition Payment Program Contract Transfer Fees Schedule (CCC-964). CCC will not assess such a fee if the request is for: (i) a transfer of a Form CCC-955 or Form CCC-956 from the original contract holder to another Form CCC-955 or Form CCC-956; (ii) a transfer of a Form CCC-962 in connection with a bona fide foreclosure of a pledge thereof by a creditor of the holder of the contract; (iii) a combination of Forms CCC-962 bearing the same TTPP Account Number; or (iv) a division of any Form CCC-955, CCC-956 or CCC-962 as the result of the death of the contract holder. Collection of applicable fees must be remitted at the time of request, unless prior arrangement for payment has been approved by CCC.
- 12. ANNUAL PAYMENTS.** The expected payment date for annual payments due under this contract is January 15th of each year (or next following business day if January 15th is not a business day in such year). If CCC does not make an annual payment on this date, it agrees that it shall make such payment as promptly as practicable thereafter and shall pay interest, compounded daily, on the amount payable calculated at the "Prompt Payment Act Interest Rate" published in the Federal Register for the period beginning on the first day after the expected payment date through the day before the payment is made.

NOTE: The authority for collecting the following information is Pub. L. 108-357. The authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting the following information is Pub. L. 108-357 (The Fair and Equitable Tobacco Reform Act of 2004 (the Act)). The information will be used to determine eligibility for program payments. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.